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Attorneys for Plaintiffs Toyota Motor Sales, U.S.A., Inc.  
and Toyota Jidosha Kabushiki Kaisha also doing  
business as Toyota Motor Corporation

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

TOYOTA MOTOR SALES, U.S.A.,  
INC., a California corporation, and  
TOYOTA JIDOSHA KABUSHIKI  
KAISHA also doing business as  
TOYOTA MOTOR CORPORATION, a  
Japanese corporation,

Plaintiffs,

v.

FLEETRATES.COM, INC., a California  
corporation; and DOES 1 through 10,  
inclusive,

Defendant.

CASE NO. CV08-4805 SVW (PLAx)

STIPULATED CONSENT JUDGMENT  
AND PERMANENT INJUNCTION

IS HEREBY ORDERED AND ADJUDGED THAT:

1. This Court has jurisdiction over the subject matter of this action and the parties thereto, specifically, plaintiffs Toyota Motor Sales, U.S.A., Inc. ("Toyota Motor Sales") and Toyota Jidosha Kabushiki Kaisha also doing business as Toyota Motor Corporation ("Toyota Motor Corporation") (collectively, "Toyota"), and defendant FleetRates.com ("Defendant").

2. Toyota is the owner of rights in the federal trademark registration for the mark TOYOTA (the "Toyota Mark") in the United States in connection with the

1 importation, distribution, and sale of motor vehicle products, and with the provision  
2 of related repair and maintenance services. The U.S. Patent and Trademark Office  
3 has issued trademark/service mark registrations for the Toyota Mark including, but  
4 not limited to, Reg. Nos. 843,138; 1,274,261; 1,338,339; 1,589,552; 1,698,252;  
5 1,721,365; and 1,888,870, and such registrations are valid and enforceable. The  
6 Toyota Mark is famous as that term is defined by federal and state law and is entitled  
7 to protection from dilution as provided by law.

8 3. Toyota is the owner of rights in the federal trademark registration for the  
9 mark LEXUS (the "Lexus Mark") in the United States in connection with the  
10 importation, distribution, and sale of motor vehicle products, and with the provision  
11 of related repair and maintenance services. The U.S. Patent and Trademark Office  
12 has issued trademark/service mark registrations for the Lexus Mark including, but not  
13 limited to, Reg. Nos. 1,574,718; 1,675,339; 1,739,201; 1,814,753; 2,852,290; and  
14 1,834,147, and such registrations are valid and enforceable. The Lexus Mark is  
15 famous as that term is defined by federal and state law and is entitled to protection  
16 from dilution as provided by law.

17 4. Toyota is the owner of rights in numerous trademarks for the model  
18 names of Toyota, Lexus and Scion motor vehicle products, including but not limited  
19 to the following marks implicated in this action: "GS"; "GX"; "RX"; "LX"; "ES"; "IS";  
20 "LS"; "SC"; "GS350"; "RX350"; "IS250"; "GS450h"; "LS460"; "RX400H";  
21 "SC430"; "GX470"; "LX470"; "LS400"; "ES350"; "GS460"; "LX570"; "LS600h."

22 5. Collectively, the marks described in paragraphs 2-4 above are referred to  
23 herein as the "Toyota Marks."

24 6. Defendant uses, has registered, legally owns, beneficially owns, and/or  
25 controls directly or through third parties or private registration services numerous  
26 URL domain names which contain and are confusingly or deceptively similar to the  
27 Toyota Marks, including the following specific domain names (collectively, the  
28 "Infringing Domain Names"):

1 A. 2008lexuses350.com  
2 B. 2008lexusgs350.com  
3 C. 2008lexusgs450h.com  
4 D. 2008lexusgs460.com  
5 E. 2008lexusgx470.com  
6 F. 2008lexusis250.com  
7 G. 2008lexusls460.com  
8 H. 2008lexusls600h.com  
9 I. 2008lexuslx470.com  
10 J. 2008lexuslx570.com  
11 K. 2008lexusrx350.com  
12 L. 2008lexusrx400h.com  
13 M. 2008lexussc430.com  
14 N. 2009gx470.com  
15 O. 2009is250.com  
16 P. 2009lexusgs350.com  
17 Q. 2009lexusgs460.com  
18 R. 2009lexusls460.com  
19 S. 2009lexusls460l.com  
20 T. 2009lexusls600h.com  
21 U. 2009lexuslx570.com  
22 V. 2009lexususls460l.com  
23 W. 2009rx350.com  
24 X. dealsjmlexus.com  
25 Y. dealslexus.com  
26 Z. exportlexus.com  
27 AA. importlexus.com  
28 BB. importtoyota.com

1 CC. jmlexusdeals.com  
2 DD. jmlexusprice.com  
3 EE. jmlexusrates.com  
4 FF. leexusbuy.com  
5 GG. leexusbuys.com  
6 HH. lexus.fleetratesnews.com  
7 II. lexuscompare.com  
8 JJ. lexusleaseoffers.com  
9 KK. lexuslowprices.com  
10 LL. lexusrates.com  
11 MM. lexusretailers.com  
12 NN. lexussaleprices.com  
13 OO. lexuswebsite.com  
14 PP. longolexusboard.com  
15 QQ. newlexusprices.com  
16 RR. pricelongolexus.com  
17 SS. priceslexus.com  
18 TT. rateslexus.com  
19 UU. rateslongolexus.com  
20 VV. toyotaleaseoffers.com  
21 WW. traderlexus.com

22 7. Defendant has also included the Toyota Marks in the "metatags" for its  
23 websites.

24 8. Toyota has alleged that its rights in the Toyota Marks have been violated  
25 by Defendant's use of the Toyota Marks.

26 9. The following individuals and entities (collectively, the "Bound Parties")

27 (a) Defendant,

28 (b) Defendant's successors, assigns, directors, officers, employees,

1 agents, independent contractors, servants, shareholders, insurers, parents,  
2 subsidiaries, affiliates and

3 (c) all those persons controlled by or in active concert or participation  
4 with the foregoing who receive actual notice of this Consent Judgment by personal  
5 service or otherwise;

6 are hereby permanently enjoined and restrained from:

7 A. Registering or owning any URL domain name containing any of  
8 the Toyota Marks or any other trademark in which Toyota holds rights, including,  
9 without limitation, (i) Toyota's vehicle model names for Toyota, Lexus, and Scion  
10 brand vehicle products, and (ii) Toyota's trademarks that are the subject of  
11 registrations in the U.S. Patent and Trademark Office (collectively, together with the  
12 Toyota Marks, the "Enjoined Toyota Marks");

13 B. Marketing, selling, or advertising goods and services using the  
14 Infringing Domain Names, or any other mark confusingly similar to the Enjoined  
15 Toyota Marks, or otherwise using the Enjoined Toyota Marks or any mark  
16 confusingly similar to the Enjoined Toyota Marks in a manner that infringes Toyota's  
17 rights;

18 C. Diluting the distinctive quality of the Enjoined Toyota Marks or  
19 injuring Toyota's business reputation in any manner whatsoever; and/or

20 D. Unfairly competing with Toyota in any manner whatsoever, or  
21 engaging in any unfair, fraudulent or deceptive business practices that relate in any  
22 way to the manufacture, distribution, advertisement, and sale of goods or services  
23 under the Infringing Domain Names, or any other mark confusingly similar to the  
24 Enjoined Toyota Marks.

25 10. Defendant is ordered to transfer to Toyota, or cause the Bound Parties to  
26 transfer to Toyota, the Infringing Domain Names and any other domain name owned  
27 by Defendant which incorporates any of the Enjoined Toyota Marks, not later than  
28 ten (10) days after entry of this Order.

1           11. Defendant is ordered to immediately delete or destroy all promotional,  
2 marketing, and advertising materials, including, without limitation, advertisements,  
3 and brochures, bearing the Infringing Domain Names or any other domain name  
4 owned by Defendant which incorporates any of the Enjoined Toyota Marks.

5           12. Within thirty (30) days of the entry of this Consent Judgment, Defendant  
6 shall, pursuant to 15 U.S.C. § 1116(a), file with the Court and serve upon Toyota's  
7 counsel a report setting forth the manner and form in which Defendant has complied  
8 with this Judgment.

9           13. Defendant shall take all reasonable steps to ensure that the Bound Parties  
10 do not violate the terms of this Consent Judgment. Defendant shall not assist any  
11 entity, directly or indirectly, in violating the terms of this Consent Judgment or in  
12 forming or assisting in the formation of new business entities whose conduct would  
13 violate the terms of this Consent Judgment if they were bound by the Judgment.

14           14. This Court shall retain jurisdiction over the parties hereto for the  
15 purposes of any proceeding to enforce this Consent Judgment. In the event the  
16 Bound Parties or any of them violate any of the terms of this Consent Judgment,  
17 Toyota shall be entitled to immediately seek an order to show cause as to why an  
18 injunction should not issue to prohibit such violation. In the event the Court  
19 determines that any violation of this Consent Judgment has taken place, Toyota shall  
20 be entitled to its reasonable attorney fees and costs incurred in addressing such  
21 violation.

22           15. Notwithstanding any contrary provisions of the Federal Rules of Civil  
23 Procedure, and notwithstanding the absence of any findings of fact and/or  
24 conclusions of law by this Court, any requirements for which have been expressly  
25 waived by Toyota and Defendant, this Consent Judgment is a final judgment in this  
26 action and suitable for entry by the Clerk pursuant to Fed. R. Civ. P. 58 and 79(a).  
27 All rights to appeal this final judgment, on any basis, have been expressly waived by  
28 Defendant.

1           16. Defendant shall pay Toyota the sum of Ten Thousand Dollars  
2 (\$10,000.00) within fifteen (15) days of entry of this Order, by cashier's check  
3 payable to "Toyota Motor Sales, U.S.A., Inc." delivered to Toyota's undersigned  
4 counsel of record.

5           17. Plaintiffs, through their undersigned counsel, and Defendants, through  
6 its undersigned counsel, hereby consent to the entry of the foregoing Consent  
7 Judgment.

8  
9                           IT IS SO AGREED

10  
11 DATED: December 2, 2008

JEFFER, MANGELS, BUTLER & MARMARO  
LLP  
JEFFREY K. RIFFER

12  
13 By: \_\_\_\_\_  
14                           JEFFREY K. RIFFER  
15 Attorneys for Plaintiffs Toyota Motor Sales,  
16 U.S.A., Inc. and Toyota Jidosha Kabushiki  
Kaisha also doing business as Toyota Motor  
Corporation


17  
18 DATED: December 2, 2008

HANKIN PATENT LAW, A PROFESSIONAL  
CORPORATION  
MARC E. HANKIN, ESQ.

19  
20 By: \_\_\_\_\_  
21                           MARC E. HANKIN, ESQ.  
Attorneys for Defendant Fleetrates.com, Inc.

22                           IT SO ORDERED.

23  
24 DATED: \_December 2, 2008

  
\_\_\_\_\_  
THE HONORABLE STEPHEN V. WILSON